

CETECOM GmbH

TCB / CAB Service Agreement

THIS AGREEMENT is made by and between CETECOM GmbH and the following:

Applicant: Hopstech Industries Ltd.
Address: Room 1411, Block A, 14/F, Hoi Luen Industrial Center, 55 Hoi Yuen Road, Kwun Tong, Kowloon, Hong Kong
(hereinafter referred to as "Applicant")

Applicant authorizes CETECOM GmbH, having its registered offices at Im Teelbruch 116, 42519 Essen, Germany, to perform the required certification in compliance with the articles of this agreement and the current

- Federal Communications Commission (FCC) regulations
- Innovation, Science and Economic Development (ISED) Canada regulations

Article 1: Regulation for certification and inspection

The Applicant agrees that the stipulations of

- Chapter 47 of the Code of Federal Regulations (47CFR),
- Radio Equipment Certification Procedure (RSP-100),

apply to this agreement.

Article 2: Rights and obligations

- 2.1 **Compliance:** The Applicant agrees that the equipment, process or service certified shall comply with all the FCC and ISED technical and administrative requirements.
- 2.2 **Certificate:** Applicant shall endeavor to ensure that no certificate or report or any part thereof is used in a misleading manner. Equipment shall be represented as certified only if it complies with the regulations and is labeled as required by the FCC and ISED. The Applicant shall use certification only to indicate that products are certified in conformity with the specified regulations.
- 2.3 **Quality:** The Applicant agrees that the certified products shall be produced to the same specifications. The Applicant further agrees to correct any deficiencies found in products or services that affect compliance with the relevant certification. .
- 2.4 **Samples:** Although CETECOM GmbH attempts to keep the need for samples to a minimum, the applicant shall furnish, without charge, such samples of Equipment for examination and testing purposes as may be required from time to time by CETECOM GmbH. Such samples will be returned at applicant's expense if requested by applicant. CETECOM GmbH shall not be responsible for the condition of such samples as such samples may be damaged or destroyed during testing. The applicant shall make all necessary arrangements for the conduct of the evaluation and subsequent surveillance activities as necessary. The applicant agrees to provide products for CETECOM GmbH surveillance activities within 14 days of such request. Fees involved for evaluation and/or surveillance samples shall follow Article 3 of this agreement.
- 2.5 **Confidentiality:** CETECOM GmbH is responsible for seeing that confidentiality is maintained by its employees concerning all confidential information with which they become acquainted as a result of their contacts with the applicant. Except as required by regulation or law, information gained by CETECOM GmbH in the course of certification activities about a particular product, shall not be disclosed to a third-party without the written consent of the applicant. Where the law or regulation requires information to be disclosed to a third-party, the Applicant shall be informed of the information provided as permitted by the applicable regulation or law. The applicant is hereby notified that for certification within the US and Canada, CETECOM GmbH, in accordance with 47CFR 2.962 and RSP100, is obligated to upload all information and files to the FCC and ISED database. All information on the FCC database is public information. Exceptions to this are material that is classified as confidential. 47 CFR subpart 0.459 has designated what can be determined as confidential material. If the applicant desires to have certain information held as confidential, it is the responsibility of the applicant to so designate this confidential material. The FCC however, retains the right to accept or deny the request for confidentiality.
- 2.6 **Anti-Drug Statement:** The applicant certifies that neither he nor any party to the application is subject to a denial of Federal benefits, that include FCC benefits pursuant to Section 5301 of the Anti-Drug

Abuse Act of 1988, 21 U.S.C. §862 of a conviction for possession or distribution of a controlled substance.

2.7 **Application for Certification:** The applicant shall notify CETECOM GmbH that the application for the subject equipment has not been submitted to another TCB for certification. If an application for the subject equipment was previously filed, the name of the TCB and date of the previous filing must be included in the application.

Article 3: Fees for Sampling

In addition to the initial certification fees, any and all shipping fees associated with evaluation and/or Surveillance testing shall be paid by the applicant to CETECOM GmbH. If surveillance testing, for any reason, extends greater than 4 hours, the Applicant shall pay a fee to CETECOM GmbH associated with the current hourly rate, not to exceed 8 hours.

Article 4: Indemnity

Applicant agrees to indemnify and hold harmless CETECOM GmbH, its members, directors, officers and employees against any and all liability, loss, costs, damages, reasonable legal fees and expenses of whatever kind or nature, which is proximately caused by:

- a. any breach by applicant of the terms of this agreement, including without limitation any failure to abide by the requirements,
- b. any use of the equipment, process or service in any manner that is not consistent with the requirements

Article 5: Appeal / dispute

As specified in the General Terms and Conditions for Services provided by CETECOM GmbH

Article 6: Agreement period

This agreement comes into force on today and remains in force unless withdrawn for justified reasons or cancelled by either party upon due notice given to the other party.

CETECOM GmbH
Im Teelbruch 116
45219 Essen, Germany

Date: _____

Authorized Signature: _____

Printed Name: _____

Authorized Signature: _____

Printed Name: _____

Applicant

Date: 2022.05.31
Printed Name: **Rita CHUNG**

Title: **Director**
Sourcing

Authorized Signature: _____

